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First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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SUGAR CREEK VALLEY ESTATES PHASE 1

DECLARATION OF COVENANTS & RESTRICTIONS

This Declaration made this 9th day of August, 1992, by Sugar Creek Development Group, by MNM Associates, Inc., Managing General Partner, Robert B. McClain, President and The Kelly Group, Richard G. Kelly, Betty J. Kelly and Jayne Kelly, General Partners.

WITNESSETH:

WHEREAS, the following facts are true:

1. Declarant is the sole owner of the fee simple title to the real estate located in Hancock County, Indiana, more particularly described on SHEET 2 OF 4 and incorporated herein by this reference, upon which Declarant may, but is not obligated to, construct residential facilities.

2. Declarant desires to provide for the preservation and enhancement of the property values in SUGAR CREEK VALLEY ESTATES and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and compliment of the lands in the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the property or any part of parts thereof subject to such restrictions, and shall enure to the benefit of the Declarant and every one of Declarant successors in title to the Property or any part of parts thereof.

1. Definitions: The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

A. Declarant - means Sugar Creek Development Group, the owner of the Property at the time of the recording of this Declaration, its successors and assigns in its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than person purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assumes the rights and obligations of Declarant).

B. SUGAR CREEK VALLEY ESTATES - means the name of the Declarant's development of which the Property is a part thereof.

C. Owner means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the Property, their heirs, successors, legal representatives or assigns.

D. Restrictions - mean the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same and from time to time be amended.

1. Declarant hereby expressly declares that the Property be held, transferred, sold, conveyed and occupied subject to the Restrictions.

2. A Building Control Committee shall be created which will be known as SUGAR CREEK VALLEY ESTATES Building Control Committee and shall consist of three members. The initial members of this committee shall be appointed jointly by the persons who have executed this plat. The members of said committee shall have authority to: A) determine if proposed structure plans & specifications will have conformity and harmony of exterior design with any existing structures in this subdivision. B) determine if quality materials & workmanship will be employed & finish grade elevations will respect the surrounding topography. C) determine if proposed structure location will preserve, as much as possible, the existing trees, foliage & topography.

3. No building or structure of any kind, including additions, alternations, fences, screens and walls shall be erected or altered on the property until the plans and specifications, location and plot plan, in detail and to scale, shall have been submitted to and approved by SUGAR CREEK VALLEY ESTATES Building Control Committee in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by this Building Control Committee may be based on any grounds including purely aesthetic grounds, in the sole and absolute discretion of this Committee. Said Building Control Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Approval of plans shall be designated on site plan and returned to the builder for purposes of obtaining the proper permits from Hancock County.

4. Front building setback line on this plat, between which lines there shall be erected or maintained strips of ground shown on this easement are reserved for the installation of water and sewer drainage facilities subject at a and to the easement herein reserved are to be erected or maintained on lots in this subdivision shall take of the public utilities, and to lots in this subdivision.

5. Drainage swales, (ditches) all right-of-way, or on dedicated drain dug out, filled in, tiled, or permission of the Hancock County Property owners must maintain these non-eroding surfaces. Water contained in the property long ditches will not be damaged by run over these swales or ditches on installed as set out in 7-52.9 of Ordinance

6. Any property owner alter swales or ditches will be held responsible given 10 days notice by register which time, if no action is taken (Commissioners) will cause said repairs for such repairs will be such immediate payment.

7. No fence, wall, hedge, sight lines and elevations between shall be placed or permitted triangular area formed by the connecting points 40 feet from the feet for minor streets and 75 feet of a rounded property corner from of-way lines extended. The same any lot within 10 feet of the intersection with the edge of the driveway shall be located within 70 feet of the drainage structures shall be located

8. No sump pump drains on street.

9. No trees shall be planted

10. All numbered lots in residential lots. Only one two or three car garage shall family dwelling shall exceed (35) feet in height. No trees be permitted on any lot in this

11. The minimum square constructed on various residential of porches, terraces, garages, unfinished basements shall be ground floor living area for of minimum ground floor area than one story structures shall total living area, and each attached garage. All driveway surfaced with either concrete driveways will be permitted.

12. No trailers or tents, or structures shall be permitted excepting temporary mobile purposes.

13. No farm animals, fowl bred, raised or kept on a recognized house pets are permitted animals are not raised, bred when outside must be kept become a nuisance to other residents

EK VALLEY ESTATES PHASE 1

DULY ENTERED
FOR TAXATION

Cabinet B Slide 46

NOV 25 1991

Manlygo W. Coe
Recorder of Hancock County

1922, by Sugar
Managing General
Group, Richard G.

title to the real
property described
herein, upon which
is located residential

and enhancement
his end desires
and easements set
the benefit and
owners thereof.

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Group, the owner
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the Declarant's

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(B) determine
(C) finish grade
(D) determine if
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other plans and
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proper permits

4. Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

5. Drainage swales, (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.

6. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

7. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 feet and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two streets lines. No drainage structures shall be located within driveway limits.

8. No sump pump drains or other drains shall outlet on to the street.

9. No trees shall be planted in the Hancock County right-of-way.

10. All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling with an attached two or three car garage shall be permitted on one lot. No single family dwelling shall exceed two & one-half stories or thirty-five (35) feet in height. No two-family or multi-family dwellings shall be permitted on any lot in this subdivision.

11. The minimum square footage of living space of dwellings constructed on various residential lots in this Development, exclusive of porches, terraces, garages, carports, accessory buildings, or unfinished basements shall contain no less than 2000 square feet of ground floor living area for a one-story structure or 1400 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a two or three car attached garage. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted.

12. No trailers or tents, and no accessory or temporary buildings or structures shall be permitted upon any lot within this subdivision excepting temporary mobile structures and parking for construction purposes.

13. No farm animals, fowl, or domestic animals of any kind shall be bred, raised or kept on any lot in this subdivision. Generally recognized house pets are permitted in reasonable numbers provided these animals are not raised, bred or kept for commercial purposes. All pets when outside must be kept under control by their owners and must not become a nuisance to other residents.

918671

NOV 25 1991

RECORDED

Manlygo W. Coe



PHASE 1

14. The temporary turn around easement permits vehicular access to allow turning around at the end of a dead end street. Upon the legal extension of said dead end street, the temporary turn around easement is vacated to abutting property owners.

15. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.

16. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

17. Driveway pipes, where required, shall be a minimum of 12 inches in diameter.

18. No noxious or offensive activities shall be carried on or be permitted to exist on any lot in this subdivision, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

19. In order to maintain the standards of this subdivision, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere thereon. Failure to comply shall warrant the Declarant to cut weeds or clear the refuse from the land at the expense of the owner, and there shall be a lien against said land for the expense thereof.

20. All lot owners must begin construction no later than 30 months from the date of closing. All construction commenced on any lot within this subdivision shall be completed within 120 days unless circumstances beyond the reasonable control of builder and/or owner prevent such. Declarant shall have the authority to seek an injunction or order for removal of partially completed structures and all materials in violation of this covenant.

21. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the property for more than eight (8) hours unless fully enclosed inside a building. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or any street thereof.

22. All fuel storage tanks in this subdivision shall be buried below ground.

23. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the plat.

24. All electrical service, telephone and other utility lines shall be placed underground. No satellite dishes, outside antennas, poles, masts, solar panels or towers shall be permitted on any lot in this subdivision, unless approved in writing by Declarant, and in no event shall such structures extend more than five (5) feet above the highest point of the roof.

25. Each residence shall have an exterior constructed of no less than 50% brick or stone. The roof shall be no less than 5/12 pitch. These requirements can be waived by SUGAR CREEK WOODS ESTATES Building Control Committee. All waivers must be in writing.

26. All outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.

27. No billboards or advertising signs of any character shall be exhibited in any way above the property or any part hereof or on any improvement thereon without the written approval of Declarant, except one profession sign of not more than one (1) square foot, or one sign not more than six (6) square feet advertising the parcel for sale or rent.

28. All lots shall be accessed from the interior streets of this subdivision, with the following lot exception:

29. It will be mandatory that all lot owners join and participate in Sugar Creek Valley Estates Homeowners Association. All lot owners are subject to the decisions made by the Officers & Board of Directors of this association regarding enforcement of covenant restrictions, deed restrictions, and maintenance of all points of all ingress/egress. These points of ingress/egress will be maintained by the developer until such time that 80% of the lots are sold.

30. The easement for landscape maintenance is for the purpose of providing access to maintain the grassed areas and landscaping

installed by Declarant. The landscaping until eighty percent have been sold to initial buyers owners of such abutting lots, and these areas in conformity with landscaping, as installed by Declarant or destroyed except for reasonable

31. Any owner or Declarant proceeding at law or in equity covenants imposed by this Declaration shall be liable for damages of any kind which may be incurred by any failure by any person to effect any available remedy with respect shall under any circumstances person of the right to do so to assert any right available to or continuation of any such restrictions, the owner shall pay costs if Declarant shall prevail

32. The foregoing covenants thereto are for the mutual benefit of future owners of the property the land and shall be binding under them until January 1, 1991, and restrictions shall be automatic for ten (10) years unless changed by those persons who are then the

33. Every one of the covenants independent of, and severable from, and from every other one of the covenants, and every combination of the restrictions shall be held to be without effect upon the quality of any other of the restrictions

34. The Declarant, his successors and assigns, shall amend the above contained covenants or constraints if Declarant has this right as long as more than six of the lots on such amendment shall be owned by Declarant herein and the State of Hancock County, Indiana. Amend (90%) of the lots have homes here the County of Hancock in public Class Mail to each lot owner as the Buck Creek Township Assessor prior to public hearing.

35. The streets not here to the public as shown upon the

IN WITNESS WHEREOF, witness day of August

Sugar Creek

Robe. MNN A

The

State of Indiana)
County of Hancock) SS:

I, Robin L. Kelly, a resident of the State of Indiana, do hereby certify that I am personally known to me to be subscribed to the above certificate and acknowledged that they signed the same and voluntary act and deed for the

Given under my hand and notarial seal A.D., 1991.

NOTARY PUBLIC

GAR CREEK VALLEY ESTATES PHASE 1

Cabinet B. Slide

ment permits vehicular access to
road end street. Upon the legal
temporary turn around easement is

ted on any lot nearer to the front
line than the minimum building
No accessory building shall be
the yard distance for the primary
all be located closer to any rear
encroach upon any easement.

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with the regulations or procedures
other civil authority having

shall be a minimum of 12 inches

activities shall be carried on or
a subdivision, nor shall anything
a nuisance or annoyance to the

standards of this subdivision, no
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failure to comply shall warrant the
fuse from the land at the expense
against said land for the

no later than six months from the date
lot within this subdivision shall be
yond the reasonable control of builder
the authority to seek an injunction

ny kind, recreational vehicles or
all be permitted to park on the
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sed vehicle shall be parked on or
or any street thereof.

this subdivision shall be buried

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not constructed of no less than
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the Woods Estates Building Control
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with approval of Declarant,
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for Creek Valley Estates
de declared by the Officers &
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gress. These points of ingress/egress
80% of the lots are sold.

installed by Declarant. Declarant shall maintain such areas and
landscaping until eighty percent (80%) of the lots in this subdivision
have been sold to initial buyers. Thereafter, upon notice to the then
owners of such abutting lots, said owners shall be required to maintain
these areas in conformity with this subdivision and these covenants.
Landscaping, as installed by Declarant, shall not be removed, replaced
or destroyed except for reasonable cause.

31. Any owner or Declarant shall have the right to enforce, by
a proceeding at law or in equity, all restrictions, conditions or
covenants imposed by this Declaration, but Declarant shall not be
liable for damages of any kind to any person for failure either to
abide by, enforce or carry out any of the restrictions, no delay or
failure by any person to enforce any of the restrictions or to invoke
any available remedy with respect to a violation or violations thereof
shall under any circumstances be deemed or held to be a waiver by that
person of the right to do so thereafter, or as estoppel of their person
to assert any right available to him upon the occurrence, re-occurrence
or continuation of any violation or violations of the restrictions. In
the event that Declarant shall deem it necessary to enforce any
restrictions, the owner shall pay reasonable attorney's fees and court
costs if Declarant shall prevail in said litigations.

32. The foregoing covenants and restrictions and any amendments
thereto are for the mutual benefit and protection of all present and
future owners of the property or any part thereof and shall run with
the land and shall be binding on all parties and all persons claiming
under them until January 1, 2001, at which time the said covenants
and restrictions shall be automatically extended for successive period
of ten (10) years unless changed in whole or in part by majority vote of
those persons who are then the owners of the property.

33. Every one of the restrictions is hereby declared to be
independent of, and severable from, the rest of the restrictions and
and from every other one of the restrictions, and of and from
every combination of the restrictions. Therefore, if any of the
restrictions shall be held to be invalid or to be unenforceable, or
shall lack the quality or running with the land, that holding shall
be without effect upon the validity, enforceability or "running"
quality of any other of the restrictions.

34. The Declarant, his successors and assigns reserves the right to
amend the above contained restrictions with the exception of those
elements or constraints dictated by the Planning Commission. The
Declarant has this right as long as Declarant owns fee simple title to
more than six of the lots encumbered by the restrictions herein. Any
such amendment, shall be effective upon the execution of same by
Declarant herein and the filing of same among the public records of
Hancock County, Indiana. Amendments by lot owners after ninety percent
(90%) of the lots have homes erected thereon shall be authorized only by
the County of Hancock in public hearing with personal notice by First
Class Mail to each lot owner as shown in bound volumes of lot owners in
the Buck Creek Township Assessor's office at least twenty-five (25) days
prior to public hearing.

35. The streets not heretofore dedicated are hereby dedicated
to the public as shown upon the plats of the property.

IN WITNESS WHEREOF, witness the signature of Declarant this 9th
day of August, 1991.

Sugar Creek Development Group

By: *[Signature]*

Robert B. McClain, President
MNM Assoc., Inc. Managing G.P.

By: *[Signature]*

The Kelly Group G.P.

DULY ENTERED
FOR TAXATION

NOV 25 1991

[Signature]
Auditor of Hancock County

State of Indiana)
County of Hancock) SS:

I, Robin L. Kelly, a Notary Public in and for said County and
State, do hereby certify that Robert McClain and Sanne Kelly
personally known to me to be the same persons whose names are
subscribed to the above certificate appeared before me this day in person
and acknowledged that they signed the above certificate as their own free
and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of August
A.D., 1991.

ROBIN KELLY, NOTARY

[Signature]

NOTARY PUBLIC



Scale: 1" = 100'

Comments Added 3-10-92 [Signature]

REVISED D.B.U.E. WIDTH FROM 30 TO 25 ACROSS NORTH PROPERTY
REVISED D.B.U.E. WIDTH FROM 30 TO 20 ACROSS WEST PROPERTY

CURVE	ANGLE	DELTA	LENGTH	CHORD
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00

ROAD C/L CURVE TABLE

- N.A.E. = NO ACCESS EASEMENT
- D.E. = DRAINAGE EASEMENT
- D.B.U.E. = DRAINAGE AND UTILITY EASEMENT
- R/W = RIGHT-OF-WAY
- B/C = BACK OF CURB
- R = RADIUS
- L = LENGTH
- T.I.A.E. = TEMPORARY TURN-AROUND EASEMENT
- S.F. = SQUARE FOOTAGE
- 2815 = LOT ADDRESS

LEGEND

NOTE: (N.A.E.) NO ACCESS EASEMENT IS DEFINED AS A PUBLIC EASEMENT ALONG A PUBLIC RIGHT-OF-WAY ACROSS WHICH ACCESS FROM THE PRIVATE PROPERTY TO THE DEDICATED RIGHT-OF-WAY IS NOT PERMITTED.

1992 MAR 12 A 9 43

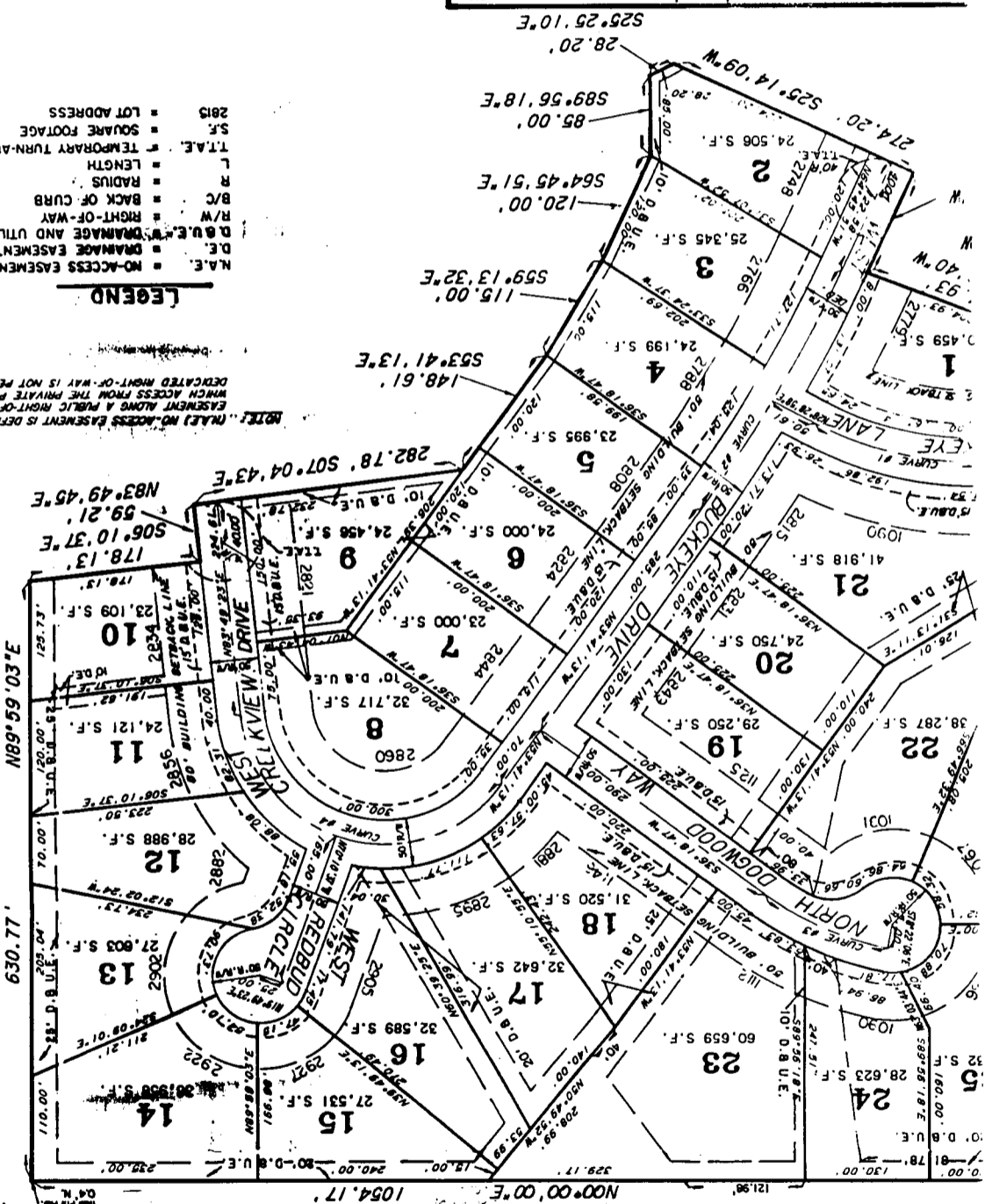
922072

Maple to [Signature]
Author of Hancock County

MAR 12 1992
DUTY ENTERED FOR TAXATION



BAR CREEK VALLEY ESTATES PHASE 1 AMENDED FINAL PLAT



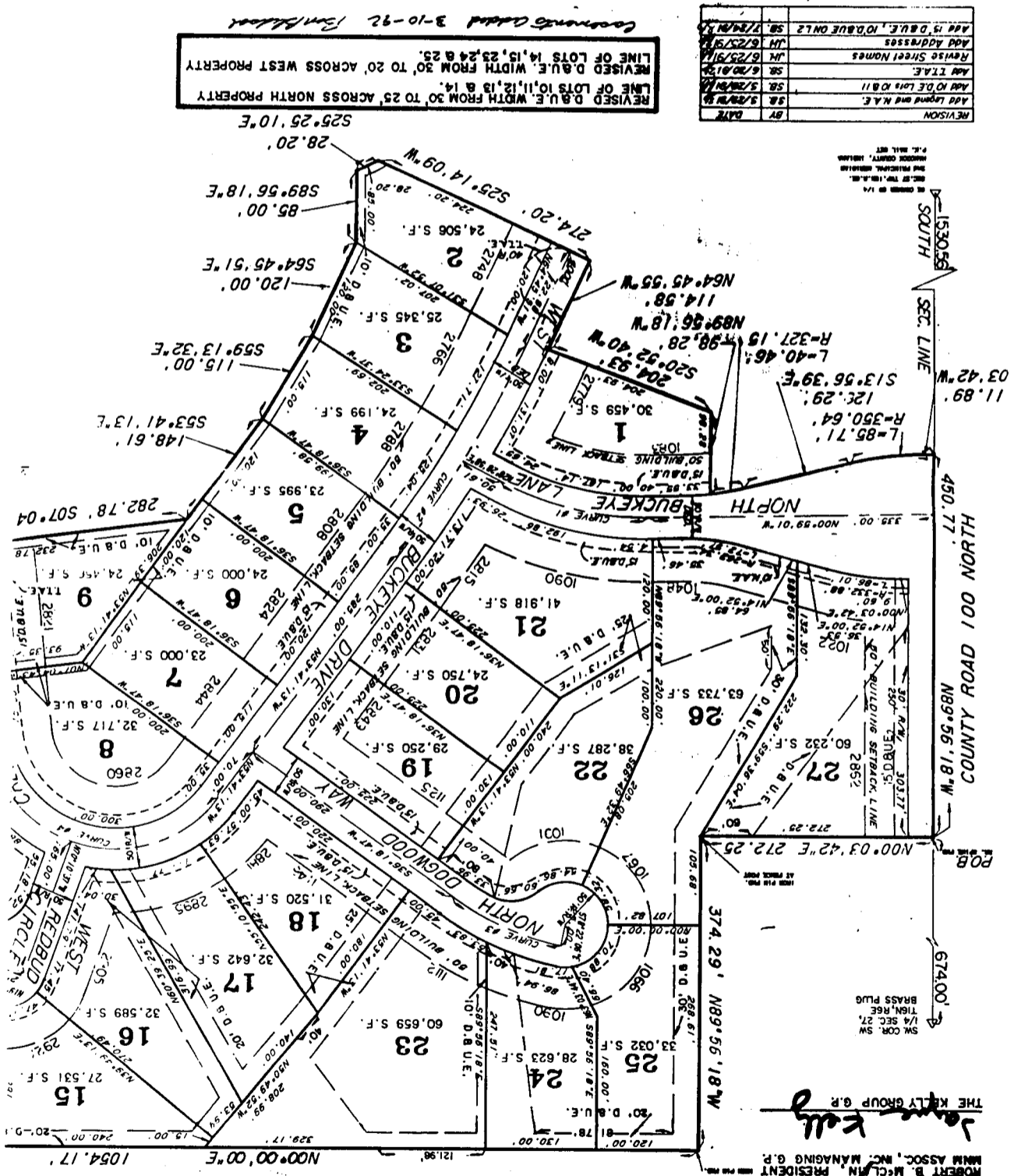
Subd. # 92-2072

**SUGAR CREEK VALLEY ESTATES
PHASE 1**

Lot Owners
 Robert B. McClain
 Wanda Hayes
 George Sherman, Inc.
 The Kelly Group, P.C.

AMENDED FINAL PLAT

George Sherman, Inc.
 Robert B. McClain, President
 Wanda Hayes, Managing G.P.
 The Kelly Group, P.C.



REVISD D.B.U.E. WIDTH FROM 30' TO 25' ACROSS NORTH PROPERTY
 LINE OF LOTS 10, 11, 12, 13 & 14.
 REVISD D.B.U.E. WIDTH FROM 30' TO 20' ACROSS WEST PROPERTY
 LINE OF LOTS 14, 15, 23, 24 & 25.
 Comments added 3-10-92 [Signature]

REVISION	DATE	BY
ADD LEGEND AND N.A.E.	5/28/92	S.B.
ADD N.O.E. LOTS 10 & 11	5/28/92	S.B.
ADD L.T.A.E.	6/20/92	S.B.
REVISD STREET NAMES	6/23/92	J.M.
ADD ADDRESSES	6/23/92	J.M.
ADD 15' D.B.U.E. 10' D.B.U.E. ONLY	7/24/92	S.B.

Amended Final Plat